

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **DG3019**Due Date: **08/05/03 at 3:00 P.M.**

Date Sent: June 30, 2003

Goods and services to be
 purchased:

TWO-WAY RADIO INTEROPERABILITY**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Print or type name and title	Date

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: DG3019

Due Date: 08/05/03

Vendor Name:

State of Utah Division of Purchasing Approval	Date	Contract Number
Douglas G. Richins, Director		

TWO-WAY RADIO INTEROPERABILITY IN SUPPORT OF THE INTEGRATED NETWORK (UWIN) INITIATIVE. THIS WILL BE A 2 YEAR CONTRACT WITH 3 (1) YEAR RENEWALS.

AN ELECTRONIC COPY OF THIS BID CAN BE OBTAINED BY CONTACTING KELLEY MILLS AT 801-538-3151 OR VIA E-MAIL AT klmills@utah.gov.

WITH PURCHASING QUESTIONS OR CLARIFICATION PLEASE CONTACT DEBBIE GUNDERSEN AT 801-538-3150.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and

all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

*State of Utah
Department of Administrative Services
Division of Information Technology Services*

**Two-Way Radio Interoperability In Support of The
Integrated Network (UWIN) Initiative**

Utah Wireless

**Solicitation #
DG 3019**



Request for Proposals

State of Utah
Michael O. Leavitt

Governor
Department of Administrative Services

Camille Anthony
Executive Director

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Two-Way Radio Interoperability for Homeland Security Domestic Preparedness
Section 1.0
Project Intent

1.1 Summary Statement

The Department of Administrative Services, Division of Information Technology Services (ITS) in cooperation with State agencies including the Department of Public Safety, Federal, and Local Governments are soliciting bids for an InterOperability Network (ION) solution to connect legacy radio systems together to provide multi-jurisdictional communications for Public Safety first responders and any disaster or hazardous situations. These legacy systems may be either conventional or trunked, and may operate on VHF, UHF, 700, 800 or 900MHz frequencies. The challenge is to provide immediate two-way radio voice interoperable communications among State, Local and Federal agencies that operate in different frequency bands and or on radio systems. To ensure effective and timely coordination of disaster responses, agencies must have high quality interoperable communications at their disposal with minimal or no physical interaction required.. It is the intent to establish a statewide contract for such a network solution that can be deployed throughout the State as requirements for interoperability of modern and legacy systems are defined.

1.2 Issuing Office and Project Manager

The State of Utah, Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Division of Information Technology Services. The reference number for this transaction is the solicitation number # assigned by the Division of Purchasing. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

Division of Purchasing

Address: State Office Building, Room 3150
Salt Lake City, Utah 84114
Purchasing Officer: Debbie Gunderson
Telephone: (801) 538-3150
Fax: (801) 538-3882
E-mail: dgunderson@utah.gov

Division of Information Technology Services

Address:	State Office Building, Room 6000 Salt Lake City, Utah 84114	
Project Manager:	Floyd Ritter	David Lee
Telephone:	(801) 538-3316	801-537-9251
Fax:	(801) 538-3550	801-538-3550

E-mail

fritter@utah.gov

delee@utah.gov

The Project Manager and Purchasing Officers are the sole points of contact for purposes of this RFP.

1.3 Schedule of Events

Deadline for receipt of questions	7/14/03	Noon
Responses to questions issued	7/18/03	
Proposals due	8/5/03	3:00 p.m

1.4 Submitting Your Proposal

One (1) original, five (5) identical paper copies, and three electronic copies on (CDR or Diskette) of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposal received after the deadline will be late and ineligible for consideration.

1.5 Length of Contract

The contract will begin upon the approval of the appropriate State authority with a two- year term. The contract may be extended beyond the original contract period on a year by year basis for three (3) additional years at the State's discretion and by mutual agreement.

1.6 Purpose of Request For Proposal (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide product and services.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

1.7 Questions

All questions in regard to this RFP must be submitted in writing to the Project Manager. Verbal questions and answers given by any ITS employee will have no standing. Questions must be received no later than noon on the date specified in Section 1.3. All questions received (questioners will not be identified), and State responses, will be sent to all vendors as an addendum to this RFP.

1.8 RFP Available On-Line or E-Mail

Potential Offerors may view and/or print a complete copy of this RFP by visiting the Division of Purchasing Web site at <http://www.purchasing.utah.gov>

Offerors wishing to receive this RFP via E-Mail should submit a written request to the Project Manager, Floyd Ritter, at fritter@utah.gov. The RFP information is available in Corel WordPerfect format. Any information supplied via E-Mail is for convenience only. In case of conflict between the written document on the Purchasing Web site and the E-Mailed copy, the written document prevails.

1.9 Standard Contract Terms and Conditions

Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at www.purchasing.utah.gov

1.10 Proprietary Information

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked proprietary. Offers must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

Section 2.0 General Requirements

2.1 Proposal Response Format---(Mandatory)

All proposals must be organized and tabbed with labels for the following headings:

1. RFP Form.

The State's Request for Proposal form completed and signed.

2. Executive Summary.

The one or two page executive summary is to briefly describe the offeror's proposal.

The summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

3. Detailed Response

This section should constitute the major portion of the proposal and must contain at least the following information:

A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.

B. A specific point-by-point response, in the order listed, to each requirement in the RFP. **References to attached information, URL's, specification sheets, or documentation not inserted as part of the point-by-point response will not be an acceptable response.**

4. Cost Proposal

Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

2.2 Revisions to RFP

The State reserves the right to amend this RFP at any time prior to the proposal due date. An addendum containing the revisions will be furnished to all prospective Vendors listed by the Division of Purchasing.

2.3 Rejection of Proposals

The State reserves the right to reject any or all proposals.

2.4 Acceptance of Proposals

The State reserves the right to waive any informality or technicality in any proposal received, or negotiate with vendors, if it is in the State's best interest to do so.

2.5 Proposals Property of the State

All materials submitted in response to this RFP will become the property of the State. Information considered by the vendor to be proprietary should be identified as such, with appropriate justification given; otherwise, the State reserves the right to use any ideas presented in any proposal. Under no circumstances will the pricing offered by the successful vendor be considered proprietary.

2.6 Oral Presentations

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. Oral presentations will be made at the offerors expense.

2.7 Multiple Proposals

Vendors may submit multiple proposals. Additional proposals must be bound separately and should follow the same format as the primary proposal, (original 5 copies and 3 electronic copies on CDR or Diskette) but containing only that information which differs from that contained in the primary proposal.

2.8 News Releases

News releases pertaining to this RFP or the proposal contract must have the written permission of the State.

2.9 Subcontractors

The vendor must qualify the subcontractor by providing information on past experiences to include a list of references for work performed. The vendor will be responsible for the subcontractors work.

2.10 Restrictions

All proposals must clearly set forth any restrictions or provisions the vendor deems necessary to effectively service the proposed contract.

2.11 References (Mandatory)

Vendors must provide five (5) separate customer references, including company name and address, and the name and telephone number of the contact person. **Each reference must presently use the product or service being proposed.** The State shall have the right to contact any reference as part of the evaluation and selection process.

2.12 Delivery (Mandatory)

All prices quoted will include freight prepaid to Utah with the exact point of delivery to be specified by the buyer with each order.

2.13 Offeror's Information

The Offeror shall provide a details on the technical experience in providing the services and equipment requested in this RFP. The Offeror shall demonstrate the capability to provide the communications services and equipment:

2.13.1 The Offeror shall describe their product technology. The Offeror should clearly indicate why the selected technology is superior to other technology solutions.

2.13.2 The Offeror should describe their ability to provide value added technical or other services including installation , training or direct related optional services and directly related optional services and the geographic area where the services may be provided.

2.13.3 The Offeror shall describe their procedures for addressing and resolving customer problems and complaints–service, equipment or billing- including timelines and escalation procedures.

2.13.4 The Offeror shall identify the number, qualifications, educational and work experience of all personnel who will be assigned to the State's contract. The Offeror shall provide a narrative description of the work responsibilities of each individual pursuant to the State's contract.

2.13.5 The Offeror shall explain how the company would provide services to the State and describe the procedures it would use for each task.

2.13.6 The Offeror shall explain their financial ability to provide services to the State.

Section 3.0

Project Background

3.1 Current Environment

3.1.1 Network Infrastructure and Services

The network infrastructure and services include the physical facilities, circuits, switches, routers, servers, staff, and technical services needed by network users, including agencies that provide critical public safety and health services throughout the State. The State WAN has been designed to incorporate fault tolerant topology with two Data centers for disaster recovery purposes. Future plans include the addition of technologies such as VoIP and Video. This plan proposes to leverage the State Wide Area Network (WAN), state microwave backbone as the vehicle for integrated wireless services to rural Utah. This cooperative effort will include resources from many government agencies including ITS, Public Safety, UDOT, UCAN and other network services providers such as UEN and the Courts . Services for wireless data and voice communications is critical to the normal operations of many State and Local government agencies0.

3.1.2 Current Situation:

Historically agencies throughout the state of Utah have been responsible for providing communication for the assets for which they are accountable. In conjunction the State operated a statewide channel that provided communications for agencies when traveling beyond the range of their home coverage. The radio spectrum utilized for this system was located in the 150MHz (VHF) and 450MHz (UHF) spectrum.

Several years ago the FCC announced that it intended to restrict and re-license all spectrum below 512MHz. This came at a time when the agencies along the Wasatch front were looking to upgrade aging systems to meet the requirements of the Olympics. A collection of Wasatch front agencies created the UCAN organization that collectively analyzed the problem and engineered a solution for the voice communication problem. Utilizing a number of grants and debt service UCAN installed and operates an 800MHz Motorola trunking system covering much of the Wasatch front.

The principle State agencies involved in wireless communication infrastructure include the Utah Department of Public Safety, Utah Department of Administrative Services, Utah Department of Transportation, Utah Department of Health, Utah National Guard, Utah Communication Agency Network (UCAN), local law enforcement and emergency response agencies,- and federal partners.

Most public safety agencies within the Wasatch Front are now using the UCAN 800 MHz trunked network. Agencies outside the Wasatch Front typically use VHF conventional (non-trunked) technologies. Most state agencies within the UCAN coverage area use two radios so they can communicate with agencies when they travel outside the UCAN coverage area. The UCAN coverage area is illustrated in Figure 2. ITS currently maintains two statewide VHF conventional wireless voice products. This is illustrated in Figure 1.

3.1.3 Law Enforcement System (LES):

The LES consists of 74 base stations, 14 control stations, 50 microwave circuits, as well as various costs for maintenance and cost recovery of dispatch center consoles. Law enforcement agencies participating in each of the five state-managed dispatch centers (Box Elder, Salt Lake TOC, Richfield, Cedar, Price and Vernal) typically rely on the LES radio network for their VHF needs.

3.1.4 State Repeater System (SRS):

The SRS consists of 35 base stations, 13 Control Stations, 51 microwave circuits, as well as various dispatch centers and UDOT consoles. The SRS is used primarily by DOT, DPS and DNR. Although available to non-state agencies, the SRS is seldom used by these agencies.

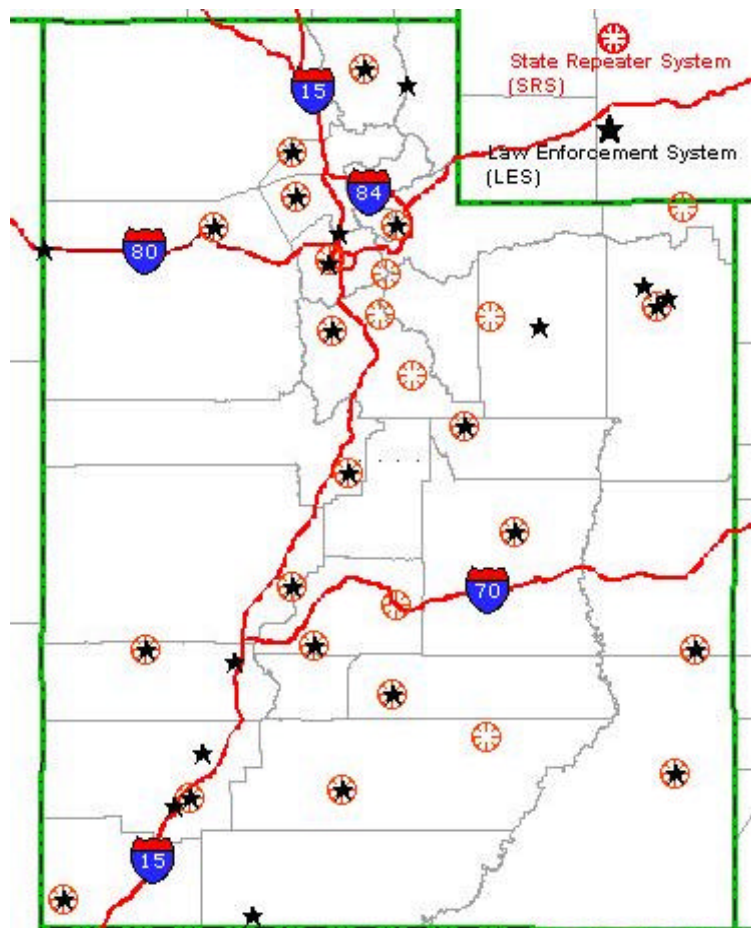


Figure 1. State Repeater System and LES

3.1.5. Interoperability:

A federal grant from the Public Safety Wireless Network (PSWN) provided an interconnect between three dispatch centers; Salt Lake City, Salt Lake County, and the VECC. The interconnection basically 'hard-wired' conventional VHF and 800MHz trunked channels in each of the dispatch centers together. If a dispatch center has both 800 and VHF radios interfaced into their console, the dispatcher between a VHF channel and an 800MHz talk group can establish a temporary patch. These types of patches work but are not operationally effective.

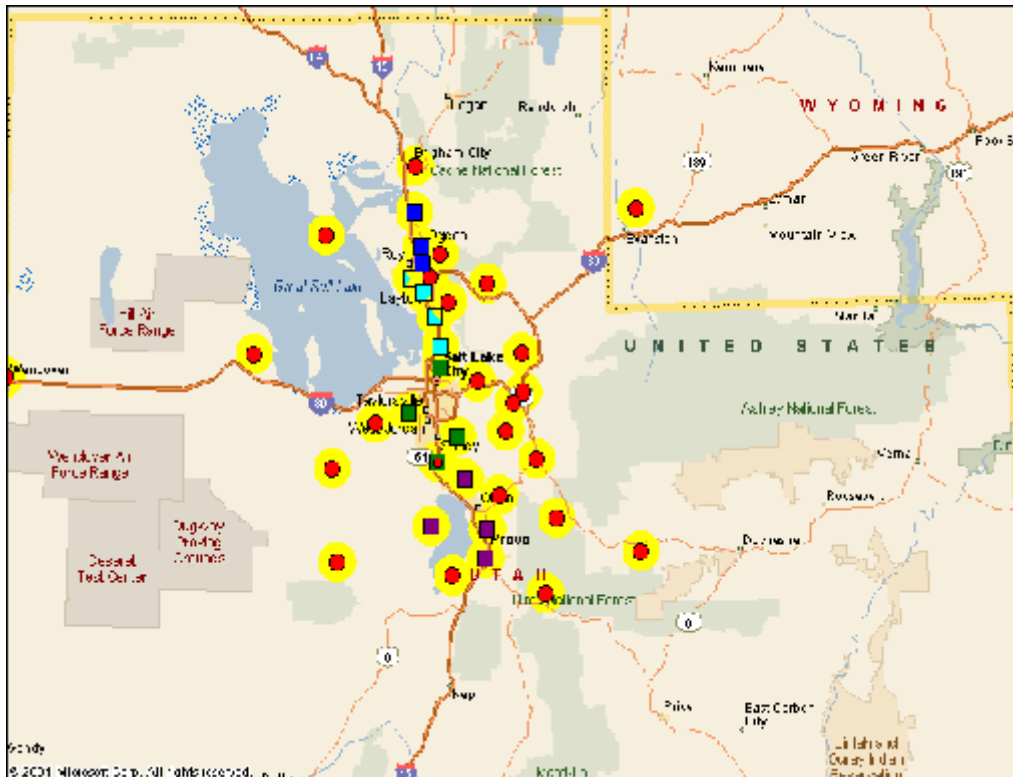


Figure 2: UCAN 800 MHz Trunking Sites

3.2 Future Plans –The Pursuit for Legacy Radio Systems Interoperability

The mission is clear: At the scene of an incident which involves multiple agencies and jurisdictional communications, we must have the ability to connect First Responders together so that communications is effective, immediate and integrated between all two-way radio users regardless of frequency and operational systems or protocol. The challenge is to provide immediate interoperability communications among State, Local and Federal Agencies as required. It is only when public safety agencies can easily communicate with one another is interoperability achieved and only then does the risk of lives and property diminish.

Section 4.0 Guarantees

4.1 Warranty

- 4.1.1 The vendor shall agree to warrant and assume responsibility for each hardware, firmware, and / or software product that is licensed or sold to the purchasing entity that purchases from this contract. It is also understood that all equipment delivered pursuant to these specifications will be new and un-used, will conform to said specifications, and will be free from mechanical, electrical or other defects for a minimum of one (1) year from the date of installation, but no more than eighteen (18) months from the date of shipment.
- 4.1.2 If because of workmanship or design defects the equipment supplied requires modifications, repair or replacement to correct any defect or non-compliance to these specifications, the vendor shall promptly place the units in satisfactory operating condition at no expense to the buyer, or replace them with compliant units.
- 4.1.3 Both the vendor and buyer agree that the buyer has the right to perform any routine maintenance and/or repairs required within the warranty period, without jeopardizing the vendor's warranty or guarantee.
- 4.1.4 In all cases the vendor agrees to replace or repair any defective parts during the warranty period. The State may agree to replace these parts or choose to have repairs and modifications done by the vendor or their local service representatives.
- 4.1.5 Any vendor unable to provide local service must clarify how they intend to provide satisfactory service support comparable to a local service center.

4.2 Replacement Parts

- 4.2.1 The vendor will guarantee that standard replacement parts will be available for a minimum of seven (7) years from the date of shipment, and that repair or replacement parts will be provided within a reasonable time period from receipt of an order.
- 4.2.2 The vendor shall state it's standard policy for providing replacement parts during the warranty period as well as after the warranty period. The vendor is to include repair and return policy, procedures and pricing structures for same.

4.3 Maintenance

- 4.3.1 The vendor shall provide the names, titles, addresses, and telephone numbers of the primary and backup contacts for service problems.
- 4.3.2 The vendor shall state its escalation procedure for service problems along with time lines for escalation.
- 4.3.3 The vendor shall state its standard policy for response time and repair including emergency or priority services.

4.4 Training

- 4.4.1 The vendor shall provide details on course material to be offered, and whether equipment would be available for training at the State facility.
- 4.4.2 The vendor shall offer technical training and cost for such, based on training by a qualified instructor with teaching experience, at the following locations:
 - a. Vendor Facility
 - b. State of Utah Facility

4.5 Technical Manuals

- 4.5.1 The vendor shall provide, with each order, a minimum of three (3) technical manuals for each unit shipped. The manuals shall provide concise information, including schematics, troubleshooting diagrams, layout diagrams, printed circuit board overlays, test and alignment procedures, interconnecting diagrams, part numbers/descriptions, etc.
- 4.5.2 During the lifetime of this equipment, the vendor shall be responsible for upgrading technical manuals. The vendor shall detail the process that will be used in upgrading the user manuals when charges are made to equipment.

4.6 New System Software and Firmware Updates

The selected vendor shall provide required firmware, software up dates at no cost for seven (7) years after the last unit is purchased from this RFP. Required firmware and software updates are all updates that are required to keep the equipment operating and functioning as intended at the time of the purchase.

Section 5.0

System Description

5.1 General

The State of Utah, InterOperability Network (ION) shall interconnect various modern and legacy communication systems in and around the state defined by the State through an IP based network infrastructure. These legacy systems can be either conventional or trunked and may operate in any public safety band as long as analog audio interfaces are provided at their demarcation points. Connections to these systems may be to individual desktop radio stations, directly to base stations / repeaters, network connected multimedia PC's, network attached multimedia laptop computers, IP phones as well as dispatch equipment. This system shall use as many commercial-off-the-shelf components as possible to provide site-to-site connectivity.

The ION shall provide interoperability with existing trunked radio systems from the same or different manufacturers. Interoperability is defined as the capability to connect voice groups on the new radio system through a wide area controller with voice groups on the existing trunked radio system. Automatic is defined as operating without operator (user or dispatcher) intervention. It is acceptable for an operator to be required to set up the initial connection. However, subsequent inter-system communications should occur without any further human intervention.

The ION shall accommodate interfaces to existing or legacy trunked or conventional radio systems operating in the VHF, UHF, 800 MHz, or 900 MHz frequency bands. The ION shall also incorporate PSTN and VoIP interconnection. Interoperability is not required at the air interface.

The ION shall support statically defined interfaces between radio systems on conventional channels and other talkgroups on the UCAN trunking system, once the interface is configured, they will not be changed.

The ION shall also support dynamically defined dispatch console connections between conventional channels and talkgroups on the UCAN system, where the dispatcher can configure the interface.

The ION shall be an open systems / IP based architecture with radio control channels and audio talk paths operating in a non-proprietary schema. The ION shall provide the ability to interconnect, join and disconnect various legacy and trunked radio channels dynamically via IP multicast technology.

Applications which support the interoperability of the various legacy and trunked radio channels will be provided through a non proprietary interface (Internet browser preferred) and provide the ability to deliver, access, join, select and deselect, cross mute, and dynamically control each radio channel independently without dispatch / patch intervention. The ION shall provide this functionality to various IP client devices on the network which includes but are not limited to PCs, laptop computers, PDA's and similar IP client devices on the network.

ION gateway devices shall have the ability to negotiate and support QoS priority queuing of radio traffic from conventional and trunked radio systems.

The ION shall provide be capable of delivering specific radio control access to IP devices on the network independently based on user profile.

The ION shall have the ability to join individual agency radio channels to each member agency via IP unicast connections without crosspatch through radio console.

The bidder will provide a complete technical description of the proposed system. The description must include but not limited to the following information.

System overview to explain the overall operation.

Overview of features and functions of the proposed system.

System block diagram

System communications interconnect requirements (i.e., audio, control and data transport).

Equipment installation and optimization.

Interoperability verification procedure.

Training for system described in this RFP.

5.2 Audio Interface Card

Audio Interface Card (AIC) shall be provided as part of the Interoperability Network System to tie legacy systems into this network. These AICs shall convert the analog audio signals into digital IP packets for transfer of voice across the network and conversion back to analog at the other end. Note: The current IP network is made up of Cisco Routers and switches.

5.2.1 Interfaces

Four-wire audio interfaces shall be supported..

5.2.2 Control

Tone control as well as PTT/COR discrete signaling shall be supported.

The AIC shall have the ability to support analog radio interfaces using sequential tone control and E&M signaling independently based on existing radio control channel methods.

The AIC shall provide E&M signaling to the radio based on RTP IPpacket traffic destined to the interface, and shall be compliant with Type V E&M signaling.

5.3 Interoperability Operations Center

Equipment shall be provided at the Interoperability Operations Center (IOC) to route the digital packets from the source AIC to the destination AIC(s) using a wide area controller. Group calls (one source to many destinations) shall be supported. The IOC shall provide management of the network for setup, alert and fault monitoring, reporting, and recovery. The IOC shall also provide talk group administration, call priority management, and call monitoring. Remote control for both administration and management functions shall be provided. Multi-IOC configurations, if needed, shall be supported such that intercommunication between radio nets connected to different IOC equipments shall be possible. The voice switch or wide area controller that will provide voice packet replication and routing for all calls shall be located at the IOC.

5.4 Infrastructure

The InterOperability Network (ION) shall use as much of the State existing LAN/WAN infrastructure as practical, including microwave links, fiber-optic links and leased lines. Recommendations to “augment existing infrastructure” may include (1) increased bandwidth, (2) upgrades to infrastructure to support necessary network services (QoS, Multicast), and/or (3) additional redundancy

5.5 Dispatch

The ION shall provide support for legacy dispatch consoles, typically via connection to an audio port on existing legacy dispatch switches. The ION shall provide automatic interoperability as well as dynamic interoperability of the same or different manufacturers conventional or trunked radio systems with or without the control of a dispatcher.

5.6 Wide Area Controller

The wide area controller shall have the ability to replicate radio tone patterns local to the radio control channel AICs in the event of a loss of WAN connection to the IOC occurs.

Wide area controllers shall maintain a global registry of radio control channel profiles independently and maintain current availability of all radio channels available on the ION.

IT is required that IP client devices accessing radio control channels on the local IP LAN have access to the local area radio channels in the event that access to the IOC is unavailable.

The IOC controller shall have the ability to manage group calls on a one to one, one to many, many to one and many to many relationship and dynamically support multiple group calls independently and concurrently.

SECTION 6.0

SYSTEM ARCHITECTURE

6.1 System Block Diagram

Bidder shall provide a complete high level block diagram for the entire proposed system showing AIC location and AIC connection points to legacy systems, LAN/WAN access devices (routers, muxs), along with the IOC(s).

Legacy repeater sites, desktop stations, dispatch consoles, and any other major system components (such as system management computers, IOC remote clients, etc.) shall be included in the diagram.

6.2 IOC Location

The Bidder shall provide a block diagram and floor plan for the IOC location, showing all major components and the quantity and type of communication circuits required to connect the IOC to the rest of the ION. Bidder shall provide a list of all power and HVAC requirements for the IOC equipment.

6.2.1 Locations proposed by the State for phase 1 for IOC's.

Park City Marsac Building- Park City Dispatch, two (2) radio interfaces to Public Works and Transportation radio. State WAN hub location.

Summit County Dispatch, Motorola Gold Elite dispatch console.

Valley Emergency Communications Center (VECC) UCAN trunking and audio switch for The Motorola trunk network. State router location.

State Office Building technical operations center (TOC) and Emergency Services & Homeland Security Division command center.

6.2.2 Locations proposed by the State for Phase 2

St George Consolidated Dispatch

Cedar City DPS Dispatch

Richfield Consolidated Dispatch

SECTION 7.0

SYSTEM FUNCTIONAL REQUIREMENTS

7.1 Wide Area Communications

The system shall provide the ability to place and receive calls to and from any point in the network covered by the legacy systems defined here.

All sites shall be linked to the wide area radio network by means of microwave, leased lines, fiber optic cable, or a combination thereof. **[This backhaul shall be packet switched using Internet Protocols (IP).]**

[Spare capacity for other applications is desired. The Bidder shall state whether spare capacity is available. If available, the Bidder shall identify how much is available.]

7.1.1 Speech Clipping

A classic problem of voice trunking systems is the clipping of the first part of a voice transmission.

The system shall not clip the first part of a voice transmission. Bidder shall explain how the proposed system avoids this problem.

7.1.2 Voice Group Priority

The system shall provide voice group priority, with a minimum of eight priority levels. Calls of equal priority shall be processed on a first in, first out basis.

7.1.3 Dispatcher Override

The system shall permit a call originating from a dispatch console to interrupt a call by a normal member of the same voice group, overriding the call so that other members of the voice group only hear the dispatcher.

7.1.4 Voice Quality

The InterOperability Network shall maintain voice quality of legacy radio systems with a minimum of degradation.

7.2 System Reliability and Fault Tolerance

System reliability and fault tolerance shall be major objectives in the design of the system.

Bidder shall describe in detail all measures taken to ensure reliable operation of the system including, as a minimum, AICs, wide area controllers, and system management computer.

7.2.1 Wide Area

The system shall be designed such that there are no situations where a single failure in Bidder supplied equipment will disable wide area operation.

No single point failure within the wide area controller shall prevent the service from normal operation.

Where hot standby redundancy is provided for the wide area controller, the hot standby equipment shall be capable of placement at an emergency operations center located at least several miles from the primary Interoperability Operations Center or IOC.

Bidder shall indicate the impact on system operation of each of the following system element failures, how the system responds, and what features, if any, are lost:

- Wide area controller failure

- System management computer failure

- Backhaul link failure

- Needs to support (8) interoperability talk groups?

- Must be extensible, quickly, to other agencies & entities that might need interoperability as well.

- Must have the capability to prioritize radio traffic above all other traffic on the wide area network.

7.2.2 System Management Computer

If the proposed architecture consists of a single system management computer, a redundant configuration shall be available as an option.

If the proposed architecture consists of distributed system management computers, failure of one system management computer shall be automatically sensed by the remaining system management computers, which shall then take over the work of the failed unit.

Section 8.0
EQUIPMENT REQUIREMENTS

8.1 System Management

The system management device shall be a Unix, Linux or Windows NT based computer with a client/server architecture and single-point database for all system management functions.

The ION shall include at least one system management console, which provides system management of the entire system. Long term, a redundant ION in Richfield, ITS alternate site will be required.

The ION shall be capable of supporting multiple system management operator consoles operating concurrently at different locations within the wide area network.

The system management computer and consoles shall be powered from 115 VAC 60 Hz. Bidder shall specify current requirement.

Solutions should leverage existing State management tools, which include: HP NNM, Micromuse NetCool, Cisco Works 2000, MRTG, Remedy,

Must be able to be managed remotely, both in-band and out-of-band management, and must support distributed management. Security of this management solution is required.

Must be able to manage, on an individual user level, the extent and type of access to channels, and user's rights to create new, or enable existing, interoperability channels. Must be able to limit some users to listen-only mode, while others can speak as well.

Open interface for management (Web-based) that does not restrict management capabilities to a single machine (can be accessed remotely, securely).

8.1.1 Polling and Alarms

The system management computer shall support polling and alarms.

System devices that detect that they have changed status or are operating below specification shall automatically transmit an alarm to the system management computer. In some cases device failure will prevent the transmission of an alarm, these situations will be detected through polling.

The system management computer shall automatically and routinely poll system devices to determine status. The polling interval should be automatically adjusted by the system management computer to avoid unnecessary polling, for example if the device has just reported a change in status through the alarm mechanism.

The system management computer shall be capable of deducing status of devices (such as a microwave or landline link) that are not managed directly

8.1.2 Network Topology Map

The system management computer shall provide a hierarchical network topology map, showing all managed devices using color-coding to represent device status

– or integrate into existing network topology map?

Through the network topology map it shall be possible for the operator to determine the current detailed status of a managed object, by double clicking on the object.

8.1.3 Fault Browser

The system management computer shall provide a scrollable, time-sorted list of alarm messages sent by managed objects – or integrate into existing fault browser?

8.1.4 Audible Alert

It should be expected that due to the high reliability of the system, the system management computer console would be unattended most of the time with the operator working in the area on other tasks.

The system management computer shall provide a programmable audible alert to notify the operator of changes in the system status. Paging notification to an operator shall be supported as an option – or integrate into existing alert capabilities?

8.1.5 Data Base Partitioning and System Security

The system management function shall be capable of partitioning the database such that different managers (e.g. supervisor vs. non-supervisor) have control only over those units and groups for which they have been authorized.

The system management function shall have multiple levels of security access.

The system management function shall keep a log of all entries into the system by date, time, and authorized individual.

8.1.6 System Administration

The system, management computer shall support the registration of new analog interface cards in the system, defining voice groups and assigning voice group membership to AICs.

8.1.7 Call Activity Logging

The purpose of this feature is to determine the relative traffic loading and geographic distribution for each of the voice groups using the system. This can be used in yearly billing of different user groups, and in engineering the system for increased busy hour capacity.

The system management function shall maintain a record on hard disk of all voice call activity for a period of up to 45 days, with the capability to down load to tape or other storage media when desired.

The system management function shall be able to continue to log call activity when a report is being run, and when downloading to the supported storage media.

The following data should be stored as a minimum:

Date, time, and duration of call

Type of call (group, selective, emergency)

Unit initiating call and voice group number (group calls only)

AIC and/or consoles participating in the call

8.1.8 Remote Diagnostics

The system management function shall permit the operator to run remote diagnostics on managed devices to isolate and trouble shoot faults.

9.1 Price Quote Information

The existing routes at each location will be listed. The State will upgrade the routes as necessary to provide an open network module interface (NM).

The following site locations and connections are contemplated for Phase 1 considered the Park City and Summit County area.

State Office Building, Technical Operations Center (TOC), wide area network, microwave alarm monitor and data center. Homeland Security Comprehensive Emergency Management Center.

The following site locations and connections are contemplated for Phase 2 considered, Richfield, Cedar and St George Dispatch centers.

LES 155.595 Repeater
SRS 151.145 Repeater
New install 800 MHz conventional repeater
White Pine, radio control to site from Richfield
LES 155.310 Repeater
SRS 151.025 Repeater
New install 800 MHz conventional repeater and control

Teasdale, microwave control
LES 151.235 Repeater
New install 800 MHz conventional repeater
Salina Canyon, radio control
LES 151.085 Repeater
New install 800 MHz conventional repeater and control

Cedar City Consolidated Dispatch, Proposed new Motorola Gold Elite

Windy Ridge, radio control —Cisco 3600
LES 154.695 Repeater
SRS 151.085 Repeater
New install 800 MHz conventional repeater and control

Frisco Peak, microwave control
LES 155.565 Repeater
Statewide 155.505 Simplex
SRS 151.280 Repeater
New install 800 MHz conventional repeater
Gilles, radio control
LES Repeater
New install 800 MHz conventional repeater and control

Leigh Hill, radio control
LES 158.970 Repeater
EMS 155.175 Simplex
New install 800 MHz conventional repeater and control

Rudd's Roost, radio control
LES 159.150 Repeater
New install 800 MHz conventional repeater and control

Utah Hill, microwave control
Statewide 155.505 Simplex
SRS 151.370 Repeater
New install 800 MHz conventional repeater
Virgin River(Arizona Strip), microwave / radio control
SRS 155.625 Repeater
New install 800 MHz conventional repeater and control

St George Consolidated Dispatch, Cisco 2650, Motorola Gold Elite Console, connection to Webb Hill Communications site will be carrier T1. County radio network not included in this RFP.

Webb Hill, T1 wireline control

PD 1	155.670 Repeater	
PD East	155.130 Repeater	
PD West	154.725 Repeater	
Water / Sewer	151.130 Repeater	
Fire	151.265 Repeater	
Airport	151.400 Repeater	
Streets	153.920 Repeater	
Fire	154.160 Repeater	
Service	155.850 Repeater	
UCAN	800MHz	Repeater

Cost Proposal

Bidder Name _____

1. Provide a price for enterprise software license for products identified in your technical offer. This price must include the first year maintenance and support fees.

Enterprise Licensing Fee with first year maintenance included: \$ _____

2. Provide pricing for maintenance and support fees for 2nd through 5th year of product ownership:

Maintenance and Support Fees—Year 2 \$ _____

Maintenance and Support Fees—Year 3 \$ _____

Maintenance and Support Fees—Year 4 \$ _____

Maintenance and Support Fees—Year 5 \$ _____

3. List the name, job title and hourly rate for any proposed consultant:

Name: _____ Title _____ \$ _____ / hour

Name: _____ Title _____ \$ _____ / hour

Name: _____ Title _____ \$ _____ / hour

4. Provide a per person training cost for any training that is recommended for State employees responsible for the installation and operation of products included in this offer. Assume that the training will be held at one of the State training centers in Utah. Specify if rates is hourly, daily, etc.

\$ _____ \$ _____

5. **Complete cost spread sheets for Phase One and Two below with complete description of all items required.**

PHASE ONE PRICE SHEET

Location	Line Item	Description	Qty	Unit Cost	Total Cost
Park City					

PHASE ONE PRICE SHEET

Location	Line Item	Description	Qty	Unit Cost	Total Cost
Summit County					
Lewis Peak					
VECC					
State Office					

PHASE ONE PRICE SHEET

[illegible]

PHASE TWO PRICE SHEET

Location	Line Item	Description	Qty	Unit Cost	Total Cost
Richfield					
Monroe Peak					
White Pine					
Teasdale					
Salina Canyon					

PHASE TWO PRICE SHEET

Location	Line Item	Description	Qty	Unit Cost	Total Cost
Cedar City					
Windy Ridge					
Frisco Peak					
Gilles Hill					
Leigh Hill					
Rudds Roost					
Utah Hill					
Virgin River					
St George					
Webb Hill					

PHASE TWO PRICE SHEET					
Location	Line Item	Description	Qty	Unit Cost	Total Cost
Phase Two Totals					

Standard Contract Terms and Conditions
State of Utah, Statewide Contracts
(Invitation for Bids)

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.
- 5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the state of Utah to any officer or employee of the state or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the State to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the State. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State will not be deemed to be employees or agents of the Contractor.
- 8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the State and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 9. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities.

Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

11. AMENDMENTS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

12. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.

13. CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled without cause by the State upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.

14. TAXES: Bid prices will be exclusive of state sales, use and federal excise taxes. The State of Utah=s sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity=s essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah=s Federal excise exemption number is 87-780019K

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor=s skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices bid will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM BID PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The state contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card. @ All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

27. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future bid solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the bid the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

37. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the state of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002

ATTACHMENT 1

Evaluation and Selection Procedure

Introduction

This section is provided for information only and does not require a response. It describes in sequence, each step that will be followed in the evaluation of proposals.

Step 1 - Initial Evaluation

Each proposal will first be evaluated against the mandatory proposal requirements. Proposals which fail to comply with mandatory requirements will be rejected, and will receive no further consideration.

Step 2 - Detailed Evaluation

A detailed scoring evaluation will be performed on those proposals which have passed the previous step. The scoring will be done in a common format for all proposals.

If oral presentations are required, only the top 3 scoring companies will be invited to participate. All others will be eliminated from this process. After the oral presentation the evaluators will re-score each vendor which will consist of positive or negative adjustment, depending on the information presented.

Evaluation and scoring is listed below in relative order of importance:

*Price
Technical
Vendors Support (Warranty/Maintenance)
Proposal Completeness and Professionalism
Vendor Profile
References*

Step 3 - Analysis and Recommendation

At this point a comprehensive report will be prepared including each proposal's total points, results of any oral presentations, reference considerations, and a recommendation of the preferred proposal(s).

**Attachment II
References**

(Section 2.12)

#1	Company	_____
	Address	_____

	Contact	_____
	Phone	_____
#2	Company	_____
	Address	_____

	Contact	_____
	Phone	_____
#3	Company	_____
	Address	_____

	Contact	_____
	Phone	_____

***Attachment II
References***

#4	<i>Company</i>	_____
	<i>Address</i>	_____

	<i>Contact</i>	_____
	<i>Phone</i>	_____
#5	<i>Company</i>	_____
	<i>Address</i>	_____

	<i>Contact</i>	_____
	<i>Phone</i>	_____

